END USER LICENSE AGREEMENT

FOR N-SERIES THIN CLIENT FIRMWARE

IMPORTANT - READ THIS CAREFULLY:

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND NCOMPUTING CO., LTD. ("NCOMPUTING"). YOU MUST CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("EULA") IN ITS ENTIRETY BEFORE INSTALLING OR USING THE NCOMPUTING® N-SERIES THIN CLIENT FIRMWARE IN ANY WAY. BY CLICKING ON THE "ACCEPT" BUTTON PRESENTED IN CONNECTION WITH THIS EULA, OR BY INSTALLING OR USING THE NCOMPUTING® N-SERIES THIN CLIENT FIRMWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU ARE AN INDIVIDUAL AGREEING TO THE TERMS OF THIS EULA ON BEHALF OF AN ENTITY, SUCH AS YOUR EMPLOYER, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THE TERMS OF THIS EULA. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS EULA, THEN PLEASE EXIT THIS PAGE WITHOUT CLICKING ON THE "ACCEPT" BUTTON, AND DISCONTINUE ALL USE OF THE NCOMPUTING® N-SERIES THIN CLIENT ON WHICH THIS NCOMPUTING® N-SERIES THIN CLIENT FIRMWARE IS INSTALLED. BY DOING SO YOU FOREGO ANY IMPLIED OR STATED RIGHTS TO INSTALL OR USE THE NCOMPUTING® N-SERIES THIN CLIENT FIRMWARE.

1. **OVERVIEW.** The terms and conditions set forth in this EULA apply to the NComputing® N-Series Thin Client Firmware (the "**Firmware**") bundling the Citrix Systems™ Receiver™ enabling connection to the Citrix™ product(s) with which such NComputing® N-Series Thin Client will be used. This EULA supersedes all other licensing terms for the Firmware. Updates to the Management Center software provided by NComputing through Internet based services or other means are also subject to this EULA, unless other terms accompanying those updates explicitly supersede or amend this EULA.

   Installing and using the Firmware does not enable you to connect to Server Software (as defined below) without purchase of the License Keys (as defined below) that may be required by Citrix™ to enable access to the Server Software.

2. **DEFINITIONS.** For the purposes of this EULA, The following terms shall have the following meanings:

   a. "**Licensed Server**" means a physical or virtual machine on which the Server Software is installed and with which one or more Thin Clients may connect.

   b. "**License Key**" means a license key that you must purchase from Citrix™ to enable access and connection to the Server Software from a Thin Client.

   c. "**Open Source Software**" means any software or software component, module or package that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software or similar licensing or distribution models, including, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the BSD License; and (e) the Apache License.

   d. "**Thin Client**" means an NComputing N-series device on which the Firmware is installed.

   e. "**Server Software**" means the Citrix™ server software product(s) with which a Thin Client will connect.

   f. "**You**" or "**you**" means the company, entity or individual who enters into this EULA and has rightfully acquired the Thin Client on which the Firmware is installed.

3. **INSTALLATION AND USE LICENSE.** Subject to the terms and conditions set forth in this EULA and conditional upon your compliance therewith, NComputing grants You a limited, non-exclusive license to (i) download, install and use the Firmware solely on Thin Clients in order

to connect to a user session running on the Server Software installed on a Licensed Server; and (ii) make copies of the Firmware as reasonably necessary for such use, provided that You reproduce, unaltered, all proprietary notices on or in the copies.

4. **LICENSE RESTRICTIONS.** Unless applicable law gives You more rights despite the limitations in this EULA, You may use the Firmware only as expressly permitted herein. You must comply with any technical limitations in the Firmware that only allow you to use it in certain ways. Furthermore, you may not:

   - use the Firmware on any devices or products other than those that you or your business organization own or have a valid legal right to use;
   - use the Firmware on any devices other than Thin Clients;
   - use the Firmware to connect to any software other than the Server Software;
   - modify, translate, reverse engineer, decompile, disassemble or otherwise attempt (i) to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Firmware, including without limitation any such mechanism used to restrict or control the functionality of the Firmware, or (ii) to derive the source code or the underlying ideas, algorithms, structure or organization from the Firmware (except that the foregoing limitation does not apply to the extent that such activities may not be prohibited under applicable law); or
   - make more copies of the Firmware than expressly permitted in this EULA;
   - publish the Firmware for others to copy; or
   - rent, lease, distribute, lend, sublicense, modify or create derivative works based on the Firmware or any part thereof, or grant to any third party any rights in the Firmware and its accompanying documentation, or any modifications of any of the foregoing, without the prior written consent of NComputing.

5. **OWNERSHIP.** The Firmware is licensed, not sold. NComputing reserves all rights not expressly granted herein. All intellectual property rights in and to the Firmware, including without limitation, all patents, copyrights, trademark, trade secret and other proprietary rights of any kind, remain solely the property of NComputing or its licensors.

6. **ADDITIONAL THIRD PARTY SOFTWARE REQUIRED.** To enable the Thin Client on which the Firmware is installed to connect to the Server Software, you must obtain (i) the appropriate number of License Keys from Citrix™; and (ii) applicable Windows Server and client access licenses for each Thin Client or user accessing Microsoft Windows Server software. NComputing is under no obligation to advise, consult or otherwise provide guidance to you regarding any third-party software licensing. You shall indemnify and hold NComputing and its distributors harmless from any and all claims, damages, costs, liabilities, etc. arising from your improper or unauthorized use of the Server Software, Microsoft Windows Server software, or any other third party software.

7. **THIRD PARTY SOFTWARE PROVIDED WITH THE FIRMWARE.** You hereby acknowledge that the Firmware may be provided to you with third party software and/or firmware licensed under separate license terms that are different from the terms of this EULA ("Third Party Software"). Such Third Party Software may include, without limitation, firmware licensed from other commercial entities or Open Source Software. All Third Party Software provided with the Firmware is identified, along with the license terms applicable thereto, in the Thin Client documentation, or online at: https://ncomputing.box.com/shared/static/fhjysoau152oswg4p6xl.pdf. You agree to review any documentation accompanying the Thin Client or the Firmware in order to determine Third Party Software is provided with the Firmware and licensed to you under separate license terms. Copyrights and other proprietary rights to such Third Party Software are held by the copyright holders identified in the applicable Third Party Software licenses, and all Third Party Software is distributed to you under the applicable Third Party Software licenses. Solely with respect to any Open Source Software provided with the Firmware, to the extent that the license terms for such Open Source Software requires that

NComputing provide You such rights to copy, modify, distribute or otherwise use such Open Source Software that are inconsistent with the limited rights granted to You in this EULA, then such rights in the applicable Open Source Software license shall take precedence over the rights and restrictions granted in this EULA, but solely with respect to such Open Source Software and solely to the extent of such inconsistency. You acknowledge that all Third Party Software license terms are solely between you and the applicable licensor of such Third Party Software. You shall comply with the terms of all applicable Third Party Software licenses.

8. UPDATE SERVICES. NComputing may make use of Internet-based services in the Firmware (the "**Update Services**") to deliver to you Updates (as defined below) and/or notifications in connection with the Firmware. NComputing reserves the right to change its method of delivering the Update Services at any time. You must not interfere in any way with the Update Services. NComputing shall not be responsible for any errors in the Firmware that would have been fixed by Updates to the Firmware that NComputing attempted to provide but that were not applied because of interference with the Update Services.

    a. From time to time, NComputing may, at its own discretion, create updates and/or patches (hereinafter collectively referred to as "**Updates**") to the Firmware. Updates may include support for and compatibility with operating system updates or service packs, bug fixes, and incremental improvements. Updates do NOT include major upgrades to the Firmware, which may contain major feature additions, support for previously unsupported operating systems, or support for new hardware products; such major upgrades constitute new Firmware for which NComputing may charge additional fees and which may or may not be made available via the Update Services.

    b. If available, you may obtain Updates at no additional charge within one (1) year after the date of your purchase of the Thin Client on which this Firmware is installed.

    c. After one year from the date of your purchase the Thin Client on which this Firmware is installed, NComputing may make further updates available to you for an additional fee per its Support and Subscription (SnS Terms and Conditions).

    d. You may obtain Updates only from NComputing or its authorized sources.

    e. The Firmware is designed to be compatible with currently supported operating systems and server hardware. Notwithstanding the foregoing, NComputing does not warrant and/or represent that the Firmware will be compatible with any operating systems, applications, hardware or software, or any updates or upgrades thereto. If you upgrade your Server Software, operating system, applications, hardware or other software, NComputing will not be liable for any problems that may occur as a result of an incompatibility between the Firmware and any such upgraded hardware or software product.

    f. You may not use these Update Services in any way that could harm them or impair anyone else's use of the Firmware and/or the Update Services. You may not use these Update Services to try to gain unauthorized access to the Firmware, Server Software, or any other software, service, data or network.

9. **DATA USE RIGHTS.** You acknowledge and agree that NComputing may collect and use any information generated by the Firmware, including, but not limited to, error reports, connection logs and other reports related to the Firmware and its usage and maintenance, to improve NComputing's firmware and services. This information may be collected when you register the Firmware with, or download it from, NComputing or when you contact us regarding support. NComputing may also share any such information with Citrix Systems and other third parties, such as other hardware and software vendors, who may use it to improve their own products and services.

10. **TERM AND TERMINATION.** This EULA will remain in effect until terminated. Unauthorized copying of the Firmware or failure to comply with the terms of this EULA will result in automatic termination of this EULA and all licenses granted herein, and will make available to NComputing other legal remedies. This EULA and all licenses granted herein will automatically terminate if You go into liquidation, suffer or make any winding up petition, make an arrangement with

Your creditors, or suffer or file any similar action in any jurisdiction in consequence of debt. This EULA and all licenses granted herein may also be terminated by NComputing as set forth in Section 11 below. Upon any termination of this EULA, You shall cease all use of and destroy all of your copies of the Firmware. Notwithstanding the expiration or termination of this EULA, it is acknowledged that those rights and obligations that by their nature are intended to survive such expiration or termination will survive, including, without limitation, the disclaimers of warranties and limitations of liability provided herein.

11. **LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.** NComputing warrants that the Firmware (and any Updates thereto) will perform substantially in accordance with the applicable user documentation for a period of ninety (90) days from the date of your purchase of the Thin Client on which the Firmware is installed (the "Limited Warranty"). NComputing's and its suppliers' sole liability, and your exclusive remedy, for any breach of this Limited Warranty or for breach of any other warranty related to the performance of the Firmware shall be, at NComputing's option, (i) to terminate this EULA and return the amount paid by you for the Thin Client on which the affected Firmware was installed; or (ii) to repair or replace the Firmware to make it perform substantially in accordance with the Limited Warranty. This Limited Warranty shall not apply (i) if you make any unauthorized modifications to the Firmware, or misuse, abuse of the Firmware; (ii) if you use the Firmware for purposes other than its intended use; or (ii) if you violate any terms and conditions of this EULA. NComputing and its suppliers make no warranties, and provide no remedies, in connection with any defects discovered after the ninety-day Limited Warranty period.

    EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, THE FIRMWARE, INCLUDING WITHOUT LIMITATION ANY OPEN SOURCE SOFTWARE INCORPORATED THEREIN OR PROVIDED THEREWITH, AND ANY ACCOMPANYING DOCUMENTATION, ARE PROVIDED "AS IS".

    TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES EXPRESSLY STATED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY, WHICH NCOMPUTING SPECIFICALLY DISCLAIMS, FOR ITSELF AND ON BEHALF OF ITS SUPPLIERS, TOGETHER WITH ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM NCOMPUTING OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

    SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE DISCLAIMER OF IMPLIED WARRANTIES ABOVE MAY NOT APPLY TO YOU, IN WHICH CASE THE DURATION OF ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED TO NINETY (90) DAYS FROM THE DATE YOU PURCHASED THE FIRMWARE; PROVIDED, HOWEVER, THAT IN SUCH CASE NCOMPUTING'S OR ITS SUPPLIERS' SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF SUCH IMPLIED WARRANTIES SHALL IN ANY CASE BE, AT NCOMPUTING'S OPTION, (i) TO REPAIR OR REPLACE THE FIRMWARE TO CONFORM IT TO SUCH APPLICABLE WARRANTY, OR (ii) TO TERMINATE THIS EULA AND RETURN THE AMOUNT PAID BY YOU FOR THE THIN CLIENT ON WHICH THE AFFECTED FIRMWARE WAS INSTALLED.

    NCOMPUTING DOES NOT WARRANT THAT THE OPERATION OF THE FIRMWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE FIRMWARE WILL MEET YOUR SPECIFIC REQUIREMENTS. YOU ACKNOWLEDGE AND AGREE THAT PERFORMANCE OF THE FIRMWARE MAY VARY DEPENDING ON THE LICENSED SERVER, THIN CLIENT, THE SOFTWARE PROGRAMS RUNNING ON THE FOREGOING (INCLUDING THE FIRMWARE), AND THE BANDWIDTH AND CONFIGURATION OF THE NETWORK CONNECTING THEM.

12. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT THAT LIABILITY MAY NOT BY LAW BE LIMITED OR EXCLUDED, IN NO EVENT WILL NCOMPUTING OR ITS SUPPLIERS BE LIABLE FOR LOSS OR CORRUPTION OF DATA, LOST PROFITS OR LOSS OF CONTRACTS, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THE SUPPLY OR USE OF THE FIRMWARE, HOWEVER

CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE). THIS LIMITATION WILL APPLY EVEN IF NCOMPUTING OR AN AUTHORIZED DISTRIBUTOR OF NCOMPUTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL NCOMPUTING'S OR ITS SUPPLIERS' LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE RELEVANT THIN CLIENT IN CONNECTION WITH WHICH A CLAIM AROSE. YOU ACKNOWLEDGE AND AGREE THAT THIS PROVSION REFLECTS A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES.

13. **COMPLIANCE WITH LAW.** You agree to use the Firmware solely in accordance with, and within the limits permitted by, applicable laws, rules, regulations and orders.

14. **U.S. Government End User Purchasers.** The Firmware and any other NComputing software covered under this EULA are "commercial items" as that term is defined at 48 C.F.R. 2.101; consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Firmware and any other NComputing software and documentation covered under this EULA with only those rights set forth herein.

15. **JURISDICTION AND DISPUTES.** Except as otherwise set forth in Attachment A (if applicable), of this EULA, including all revisions and amendments thereto, is governed by and construed in accordance with the laws of the Republic of Korea, without regard to its conflict or choice of law principles. Notwithstanding any choice of law provision or otherwise, and the United States Uniform Computer Information Transactions Act the United Nations Convention on the International Sale of Goods shall not apply.

16. **ARBITRATION.** Except as otherwise set forth in Attachment A (if applicable), , Customer unconditionally consents and agrees that: (i) any claim, dispute or controversy (whether in contract, tort, or otherwise) Customer may have against NComputing or its officers, directors, agents and employees arising out of, relating to, or connected in any way with the Firmware or this EULA (including its existence, validity or termination), will be finally resolved by arbitration to be held in Seoul, Korea and conducted in English under the Rules of Arbitration of the International Chamber of Commerce provided, however, that each party may enforce its or its Affiliates' (defined below) intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief. The arbitral award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. For purposes of this EULA, Affiliate means, any corporation or other entity that is controlled by, or is under common control with a party (a corporation or other entity shall be deemed to control another if it owns or controls more than fifty percent (50%) of the voting stock or other ownership interest of the corporation or entity).

17. **EXPORT.** Firmware and Documentation, including any technical data provided by NComputing hereunder, may be subject to export, re-export or import control laws under the country of origin, destination or use, including regulations under such laws. Customer shall comply fully with all international and national laws and regulations that apply to the Firmware and Documentation and to Customer and Customer Representative's use thereof, including, but not limited to, the U.S. Export Administration Regulations, end-user, end-use and destination restrictions issued by U.S. and other governments. Without limiting the generality of the foregoing, Customer expressly agrees that Customer shall not, and shall cause Customer Representative to agree not to, export, directly or indirectly, re-export, divert, or transfer the Firmware and Documentation or any technical data thereof to any destination, company or person restricted or prohibited by U.S. laws or regulations or laws or regulations of any other applicable jurisdiction. Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer are not listed on any U.S. Government list of prohibited or restricted parties.

18. **ASSIGNMENT.** You may not transfer, assign or delegate any of your rights or obligations under this EULA, in whole or in part, whether voluntarily, by operation of law, by merger or sale of all or substantially all of your stock or assets, or otherwise, without the prior written consent of NComputing. Any purported transfer, assignment, or delegation by You without such prior written consent shall be null and void. NComputing has the right to transfer, assign or delegate any of its rights or obligations under this EULA to one or more third parties without Your consent, including through reorganization, reincorporation, merger, change of control, or a sale of all or substantially all of NComputing's stocks or assets. Subject to the foregoing, this EULA shall bind and inure to the benefit of each party's successors and permitted assigns.

19. **NO WAIVER.** Any waiver of any right or remedy by NComputing is not valid and effective, unless, and to the extent that it is express and in writing that states such right and remedy to be waived. Selection by NComputing of a specific remedy does not constitute, and shall not be interpreted to constitute, a waiver of any other remedy of NComputing, and NComputing's failure to select a specific remedy does not constitute, and shall not be interpreted to constitute, a waiver of such remedy.

20. **SEVERABILITY.** Should any section, or portion thereof, of this EULA be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the parties as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this EULA shall not otherwise be affected.

21. **INTEGRATION.** This EULA constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements, oral or written, between the parties, and is intended as a final expression of their agreement, regarding the subject matter of this EULA other than any document expressly incorporated herein by reference. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this EULA.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

ATTACHMENT A

LOCAL TERMS AND CONDITIONS - United States of America

The following terms apply to Customer with its principal offices within United States of America or is a resident of the United States of America or to the extent that the laws of the United States of America apply to Customer's use of the Firmware.

This Agreement and Customer's relationship with NComputing shall be governed and construed in accordance with the laws of the state of California, without regard to its conflict of law provisions. Subject to NComputing's right to seek injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction, Customer unconditionally consents and agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Customer may have against NComputing or the officers, directors and employees of NComputing and its subsidiaries or Affiliates (all such individuals and entities collectively referred to herein as the "NComputing Entities") arising out of, relating to, or connected in any way with the Firmware or this EULA (including its existence, validity or termination) or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS or another mutually-acceptable alternative dispute resolution provider ("Arbitration Tribunal") and conducted in the United States before a sole arbitrator in accordance with the rules of the Arbitration Tribunal; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce in the United States, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitrator's decision shall be controlled by this Agreement and any of the other agreements referenced herein that the applicable Customer may have entered into in connection with the Firmware; (4) the arbitrator shall honor claims of privilege recognized at law; (5) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Customer's and/or the applicable NComputing Entity's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (6) the arbitrator shall not have the power to award punitive, exemplary, special or consequential damages against Customer or any NComputing Entity; (7) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any NComputing Entity exceed $125 USD, and Customer is unable (or not required under the rules of the Arbitration Tribunal) to pay any fees and deposits that exceed this amount, NComputing agrees to pay them and/or forward them on Customer's behalf, subject to ultimate allocation by the arbitrator. In addition, if Customer is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, NComputing will pay as much of Customer's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (8) with the exception of subparts (5) and (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of the Arbitration Tribunal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (5) or subpart (6) is found to be invalid, unenforceable or illegal, then if NComputing so elects, the entirety of this arbitration provision shall be null and void, and neither Customer nor NComputing shall be entitled to arbitrate their dispute.

LOCAL TERMS AND CONDITIONS - Europe

The following terms apply to any Customer with its principal offices or residence within the European Economic Area (EEA) or European Union, or Switzerland, Iceland, Montenegro, Serbia, Kosovo, Albania, Bosnia & Herzegovina, Macedonia, San Marino, Monaco, Vatican City, the Channel Islands, the Isle of Man, overseas departments of France, or the Faeroe Islands:

1. Despite paragraph 15 of this Agreement, this Agreement and Customer's relationship with NComputing shall be subject to the laws and jurisdiction of the state listed above in which you have your principal offices or, if you are not a business, the state listed above where you are resident.
2. Despite any term of this Agreement in paragraph 4 or elsewhere to the contrary, and to the extent required by Directive 91/250/EEC (as amended) on the legal protection of computer

programs as implemented in your jurisdiction, for the time while you have the right to use the Firmware you have the right to:

2.1. make a back-up copy to the extent that it is necessary to do so to use the Firmware;

2.2. observe, study or test the functioning of the Firmware in order to determine the ideas and principles which underlie any element of the program if you do so while performing any of the acts of loading, displaying, running, transmitting or storing the program which you are entitled to do; and

2.3. disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Firmware but in either case only to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Firmware with another software program, and provided that the information obtained by you during such activities: (i) is used only for the purpose of achieving inter-operability of the Firmware with another software program (ii) is not unnecessarily disclosed or communicated to any third party without the NComputing's prior written consent; and (iii) is not used to develop, produce or market any software which is substantially similar to the Firmware or for any other act which infringes copyright.

3. Nothing in this EULA (in particular paragraphs 11 and 12) shall exclude or limit, or be taken as seeking to exclude or limit, any liability which the applicable law does not permit to be excluded, or, as the case may be, limited but only to the extent that such exclusion or limitation is not permitted or would make the EULA unenforceable. Depending on the applicable law, this may include willful misconduct, gross negligence, death or injury caused by negligence, fraud, fraudulent misrepresentation or warranties as to ownership which cannot be excluded by law.
4. Despite paragraph 16, the place of Arbitration shall be London, England.

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